

**Final Withdrawal Agreement  
Between  
RSU 59 and The Town of Starks Withdrawal Committee**

This Agreement dated as of November 30<sup>th</sup>, 2011, by and between RSU 59, a Maine regional school unit comprised of the municipalities of Athens, Brighton Plantation, Madison, and Starks (hereinafter "RSU 59" or the "District") and the Town of Starks Withdrawal Committee, a duly appointed municipal withdrawal committee for the Town of Starks (hereinafter "Starks" or the "Town") organized in accordance with 20-A MRS §1466(4)(A).

1. **Purposes.** The purposes of this Agreement are:
  - 1) To provide for the timely and orderly withdrawal of Starks from RSU 59;
  - 2) To provide educational continuity for those students residing in Starks who wish to continue their education with RSU 59; and
  - 3) To allocate RSU 59's financial and contractual obligations, and its assets, between RSU 59 and the new school administrative unit that includes, or is comprised of, Starks (hereinafter the "New Starks SAU"), as of the effective date of Starks' withdrawal in a manner that fairly takes into account the continuing educational needs of students, the continuity of educational programs and the goal of avoiding sudden or excessive increases in property taxes. For purposes of this Agreement the term "New Starks SAU" includes any school administrative unit that is comprised solely of Starks or that includes Starks as a member during the term of this Agreement. By way of example, if Starks becomes a municipal school unit the term "New Starks SAU" would encompass the Starks municipal school unit, and if Starks were to join RSU 9, the term "New Starks SAU" would include the reconstituted RSU 9 with Starks as a member.
2. **Withdrawal.** Pursuant to 20-A MRS §1466, the Town shall withdraw from RSU 59 in accordance with the terms of this Agreement as of June 30, 2012, and thereafter shall no longer be a member of the RSU 59 school administrative unit. As of July 1, 2012, the Town shall either become a member of RSU 9 or, alternatively, shall become a separate municipal school administrative unit comprised solely of Starks.
3. **Right to Continued Enrollment.** During the first year after withdrawal (i.e. from July 1, 2012 to June 30, 2013) students residing in Starks may attend the RSU 59 school they would have attended if Starks had not withdrawn from the District. The Superintendent of the District and the Superintendent of the New Starks SAU (hereinafter the "Superintendents") shall confer with each other and shall develop a list of those K-12 students residing in Starks who have enrolled in RSU 59 schools. On or before November 15, 2012, the Superintendents shall jointly certify to the Town Clerk of Starks an initial list of those students who reside in Starks who have enrolled in the District's schools for the 2012-2013 school year. During the 2012-2013 school year, additional students residing in Starks may enroll in the District's schools in accordance with 20-A MRS §1466(4)(A)(1). On or before June 30, 2013, the Superintendents shall confer with each other again and shall jointly certify to the Town Clerk of Starks a final list of those students residing in Starks who were enrolled

in the District's schools at the end of the 2012-2013 school year (hereinafter the "Final List" consisting of "RSU 59 Enrolled Students").

4. **Continuity of Educational Program.** Students enrolled in the District's schools at the end of the 2012-2013 school year as shown on the Final List shall have the right to continue their education at District schools until such time as they have graduated from high school, unless that right is sooner terminated under the terms of this Agreement. A student's right to continue to be educated at District schools shall terminate if the student discontinues his or her enrollment at a District school for a continuous period of 90 calendar days between September 1 and June 15 of any school year, whether by enrolling in another school administrative unit or private school, dropping out, or being expelled and not readmitted within 90 days. Notwithstanding the foregoing, a student's failure to attend a District school for a continuous period of 90 days due to health reasons, out-of-district special education placement, or travel or study abroad, shall not terminate a student's right to continue to attend District schools under this Agreement.
5. **State Allocation and Tuition.** In consideration of the release by the Town of Starks of its share of the undesignated fund balance at the end of FY 2011-2012, and notwithstanding the provisions of 20-A MRS §1466(4)(A)(1), the New Starks SAU shall not be required to pay tuition for students residing in Starks who are enrolled in District schools under paragraph 3 of this Agreement (hereinafter the "RSU 59 Enrolled Students") during the 2012-2013 school year and thereafter, but rather the District shall receive from the Maine Department of Education the State allocation for the RSU 59 Enrolled Students as calculated under 20-A MRS Chapter 606-B and any additional State allocations for transportation and special education to be paid to the District under this Agreement.
6. **Special Education.** RSU 59 shall provide all special education services to RSU 59 Enrolled Students from Starks required by the IEP prepared by each student's IEP Team to the extent RSU 59 has an appropriate program to meet the terms of the IEP and applicable requirements of Maine law and regulations. Except for short term programming changes of not more than 10 school days, decisions about whether RSU 59 has an appropriate program or placement for a student pursuant to the requirements of the IEP shall be made by RSU 59 after a careful review of the IEP for the student and consultation with the New Starks SAU's Director and/or Assistant Director of Special Services. In no event shall RSU 59 refuse to provide needed special education services as provided in the IEP, except for student removals of not more than 10 school days or when RSU 59 has determined, after consultation with the New Starks SAU's Director and/or Assistant Director of Special Services, that RSU 59 does not have an appropriate program or placement for that student.

The New Starks SAU's Director and/or Assistant Director of Special Services shall represent the New Starks SAU for special education programming, supervision of the IEP Team process, and supervision of the student evaluation process for RSU 59 Enrolled Students. In the event the IEP Team is unable to reach consensus on issues that are the responsibility of the Team, the New Starks SAU's representative at that Team meeting shall make the decisions on those issues, subject to the parent's due process rights in relation thereto. RSU 59 personnel will work cooperatively with the New Starks SAU's Director and/or Assistant

Director of Special Services and other staff, and, upon request will provide the Director and/or Assistant Director of Special Services with all information regarding classroom observations, student performance, academic achievement testing and functional behavior assessment components of the student evaluation process.

The New Starks SAU's Director and/or Assistant Director of Special Services may provide input to RSU 59's special education coordinator (or other administrative designee) on the proper implementation of RSU 59 Enrolled Student IEPs, or perceived deficiencies in IEP implementation. RSU 59 shall consider that input seriously and in good faith and RSU 59 shall respond in an appropriate manner consistent with the terms of this Agreement.

In accordance with Chapter 101 of the Rules of the Maine Department of Education, Maine Unified Special Education Regulation, Section IV(4)(A) and (B), the New Starks SAU shall be responsible for the costs of special education for the RSU 59 Enrolled Students during the 2012-2013 school year and thereafter. The New Starks SAU shall reimburse RSU 59 for the special education costs of any RSU 59 Enrolled Student who qualifies as a high cost in-district or high cost out-of-district placement, including special education transportation costs and costs for facilities modifications required to accommodate the student, to the extent such costs exceed the sum of the per pupil base rate for special education students in grades K-12 as calculated by the Maine Department of Education pursuant to 20-A MRS §15681-A(2) and any additional allocation that may be provided to RSU 59 by the Maine Department of Education for that student. The District shall bill the New Starks SAU for such excess special education costs during the fiscal year in which those excess special education costs are incurred.

7. **Transportation.** The District shall provide transportation to and from a single location in Starks to the RSU 59 Enrolled Students pursuant to this Agreement during the 2012-2013 school year. That location may be at no greater distance from the Starks/Anson town line than the Starks Community Center. Once the route to and from the single location in Starks has been determined, the District may, at its discretion, pick up and drop off students who reside along that route. Otherwise, the RSU 59 Enrolled Students shall be picked up and dropped off at the single location in Starks. The New Starks SAU shall not be responsible for the costs of such transportation to the extent those costs exceed the K-12 per pupil transportation allocation provided to the District by the State for that year.

After the 2012-2013 school year, the District may, in its discretion, provide transportation to and from a single location in Starks to the RSU 59 Enrolled Students. In the event the District determines it is not feasible to provide transportation to the RSU 59 Enrolled Students in any school year after the 2012-2013 school year, neither the District nor the New Starks SAU will have an obligation to provide transportation between Starks and RSU 59 to RSU 59 Enrolled Students.

8. **Need for School Construction.** There are approximately 70 students in grades K – 12 who reside in Starks. In 2010, the RSU 59 School Board voted to close Starks Elementary School on the grounds that the school was unnecessary and unprofitable to maintain. The Town of Starks voted not to keep the school open at the Town's expense. The Starks Withdrawal

Committee does not anticipate the reopening of that school or recommend that any new school construction be undertaken to serve the students residing in Starks. The preferred option of the Starks Withdrawal Committee is for Starks to join RSU 9 on the date the withdrawal from RSU 59 becomes effective. RSU 9 is now in the process of renovating the W. G. Mallett School in Farmington and is also engaged in a substantial renovation and expansion of the Mt. Blue High School/Forster Tech Center which will be complete in the fall of 2013. In addition, if Starks were to join RSU 9, elementary students residing in Starks could attend the Cape Cod Hill School in New Sharon. The withdrawal of students residing in Starks from RSU 59 will not create a need for new school construction in Starks, RSU 9 or RSU 59.

9. **Financial Commitments from Outstanding Bonds or Notes.** RSU 59 is indebted on bonds issued for the construction of Madison Elementary School in 2000. These include bonds for State-approved debt service and bonds for local-only debt service. Under 20-A MRS §1466(16) when a municipality withdraws from a regional school unit having outstanding indebtedness, the RSU remains intact for the purpose of retiring and securing that debt, but the withdrawal agreement may provide for an alternate means for retiring that outstanding indebtedness.

A. **State Approved Debt Service:** As an alternate means of retiring the existing State approved indebtedness for the Madison Elementary School under 20-A MRS §1466(16), the Maine Department of Education will pay the portion of the debt service allocation for the existing State-approved debt service for the Madison Elementary School which is allocable to Starks each year directly to the Maine Municipal Bond Bank to retire Starks' allocable portion of the principal and interest of that State-approved indebtedness. If, in any year, the Maine Department of Education fails to pay in full Starks' allocable share of the District's existing State approved debt service for the Madison Elementary School under this paragraph, the Town of Starks shall remain a part of the District for purposes of securing and retiring that outstanding indebtedness as provided by 20-A MRS §1466(16).

B. **Local-Only Debt Service:** The principal and interest payments due on bonds for local-only debt service from July 1, 2012 through November, 2021 will total \$311,782.57. In FY 2011-2012, the percentage of locally raised funds for RSU 59 to be assessed against taxable property located in Starks is 5.73%. As an alternate means of retiring the existing local-only debt service for the Madison Elementary School under 20-A M.R.S. §1466(16), Starks will make a lump sum payment to the District of \$17,865 (5.73% of \$311,782.57) on or before July 15, 2012. In consideration of this payment, the District shall release, indemnify and hold Starks harmless from any further liability relating to this local-only debt service.

10. **Financial Commitments for Bonds or Notes Issued During FY 2011-2012.** During FY 2011-2012 the District may issue bonds or notes or enter into lease purchase financing arrangements to upgrade facilities at the District's schools. If Starks withdraws from the District as of June 30, 2012, under 20-A MRS §1466(16) the RSU will remain intact for purposes of retiring and securing that indebtedness. Since Starks will not receive significant

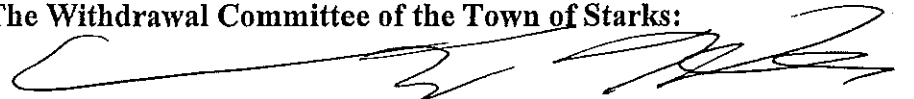
benefit from the improvements financed by such debt, as an alternate means for retiring this indebtedness under 20-A MRS §1466(16), RSU 59 hereby agrees to retire such debt by assessing the taxable property in the remaining towns in the District and further agrees not to assess taxable property located in Starks for that purpose.

11. **Distribution of Financial Commitment to Superintendent.** RSU 59 has signed a two year contract with the Superintendent of Schools of the District for a term that runs from July 1, 2011 through June 30, 2013. For the year of the contract following the June 30, 2012 withdrawal date, the District's total financial obligation under his contract is estimated to be \$99,000 in salary plus \$14,431.64 in benefits and costs, totaling \$114,431.64. 5.73% of this amount is \$6,556.93. Accordingly, on or before July 15, 2012, Starks will make a lump sum payment to the District of that amount plus its proportionate share of any cost-of-living increase provided by the Board up to a maximum total payment of \$7,000.
12. **Collective Bargaining Agreements.** The withdrawal of Starks from RSU 59 will not directly affect any of the District's collective bargaining agreements.
13. **Continuing Contract Rights under Section 13201.** The withdrawal of Starks from RSU 59 will not affect the continuing contract rights of teachers or other employees subject to collective bargaining agreements.
14. **Disposition of Real and Personal Property.** The RSU 59 School Board voted to close Starks Elementary School in 2010 and Starks voted not to keep the school open at Town expense. RSU 59 removed any personal property of continuing use to the District and then conveyed the school and its site back to the Town. Accordingly, there are no outstanding issues of personal or real property as between the District and Starks resulting from the withdrawal of Starks from the District.
15. **Transition of Administration and Governance.** The Town has been in communication with RSU 9 (Mt. Blue) regarding the possible addition of Starks to RSU 9. It is the intent of the Starks Withdrawal Committee that a vote to approve this Withdrawal Agreement take place in the fall of 2011, that voting on approval of a Reorganization Agreement with RSU 9 take place in mid-winter of 2011/2012, and that Starks be reorganized into RSU 9 as of July 1, 2012. If the addition of Starks to RSU 9 is approved by the Commissioner of Education and the voters of RSU 9 and Starks, the administration and governance of education for students residing in Starks, other than RSU 59 Enrolled Students, will be transferred directly from RSU 59 to RSU 9 as of July 1, 2012. If Starks does not join RSU 9 as of July 1, 2012, the Town will then become a municipal school administrative unit, and the administration and governance of education for students residing in Starks, other than RSU 59 Enrolled Students, will be transferred accordingly. The Withdrawal Committee believes there is only a remote possibility the withdrawal of Starks from RSU 59 will result in the formation of a new municipal school administrative unit comprised solely of Starks.
16. **Superintendents' Agreements; Duration of List.** Nothing in this Withdrawal Agreement shall limit the availability or use of Superintendents' Agreements with respect to any student who is not an Enrolled Student under this Agreement.

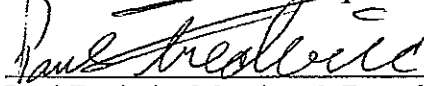
17. **Dispute Resolution.** Any dispute between Starks, the New Starks SAU and RSU 59 (hereinafter individually a "Party" or collectively, the "Parties") arising out of or relating to this Agreement shall be resolved in accordance with this paragraph. Any Party may give written notice of a dispute arising out of or related to this Agreement to another Party or Parties in person or by certified mail, return receipt requested. The Parties to the dispute (hereinafter the "Affected Parties") shall attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the last Party to receive notice. If the dispute has not been resolved within thirty (30) days, any Party may serve written notice on the other Affected Parties of a request for mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the Affected Parties, shall not exceed one full day or two half days in length, and shall be completed within ninety (90) days from the date of receipt of notice of a request for mediation by the last Affected Party to receive notice. If the Affected Parties are unable to agree on a mediator within thirty (30) days, or to resolve the dispute through mediation within 90 days, the dispute shall be submitted to arbitration in accordance with the procedures of the Maine Uniform Arbitration Act, 14 M.R.S.A. §5927 et seq.
18. **Applicability to Successor School Administrative Units.** Upon approval by the Maine Commissioner of Education and approval by a two-thirds majority vote of the Town of Starks, this Agreement shall be binding upon the Town of Starks, the New Starks SAU, and any successor school administrative units, and on RSU 59 and its successor school administrative units. Accordingly, the terms of this Agreement shall be incorporated by reference into any Reorganization Plan to which Starks, the New Starks SAU, or RSU 59, or their respective successor school administrative units, is or becomes a party.
19. **Termination.** This Agreement shall terminate upon the termination of the right to attend District schools under this Agreement of all of the students included on the Final List.
20. **State and Local Approval.** This Agreement is subject to approval by the Maine Commissioner of Education as required by 20-A MRS §1466(4)(B) and approval by a two-thirds vote at a referendum conducted in Starks as required by 20-A MRS §1466(9). By approval of this Withdrawal Agreement, the Maine Commissioner of Education agrees on behalf of the Maine Department of Education that the Essential Programs and Services allocations under 20-A MRS Chapter 606-B for RSU 59 Enrolled Students shall be assigned to RSU 59 in accordance with the terms of this Agreement.

Signed at Madison, this 30<sup>th</sup> day of November, 2011.

**The Withdrawal Committee of the Town of Starks:**



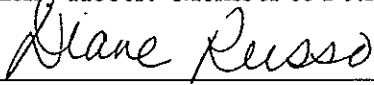
Ernest Hilton- Chair & Rep. from the General Public



Paul Frederic- Member & Rep. from Municipal Officers (Selectperson)



Kerry Hebert- Member & Petitioner



Diane Russo- Member & Rep. from MSAD 59/RSU 59 School Board

Signed at Madison, this 30<sup>th</sup> day of November, 2011.

**RSU/SAD 59**

By: 

Troy Emery- Chair of the RSU No. 59 School Board  
Duly Authorized

Signed at Augusta, this December 2, 2011

**Approved as a Final Withdrawal Agreement under Title 20-A MRS §1466(5)**



Stephen L. Bowen  
Maine Commissioner of Education

## **20-A §1466. WITHDRAWAL OF A SINGLE MUNICIPALITY FROM A REGIONAL SCHOOL UNIT**

**1. Petition.** Beginning January 1, 2012, the residents of a municipality that has been a member of a regional school unit for at least 30 months may petition to withdraw from the regional school unit in accordance with this subsection.

A. Ten percent of the number of voters in the municipality who voted at the last gubernatorial election must sign the petition to withdraw from the regional school unit.

B. At least 10 days before the special election called pursuant to this paragraph, the municipal officers of the municipality within the regional school unit shall hold a posted or otherwise advertised public hearing on the petition. The municipal officers shall call and hold a special election in the manner provided for the calling and holding of town meetings or city elections to vote on the withdrawal from the regional school unit.

C. The petition to withdraw from the regional school unit must be approved by secret ballot by a majority vote of the voters present and voting before it may be presented to the regional school unit board and the commissioner. Voting in towns must be conducted in accordance with Title 30-A, sections 2528 and 2529, even if the towns have not accepted the provisions of Title 30-A, section 2528, and voting in cities must be conducted in accordance with Title 21-A.

For the purposes of this subsection, the 30-month period after which a petition to withdraw may be considered in a member municipality of a school administrative district that was reformulated as a regional school unit pursuant to Public Law 2007, chapter 240, Part XXXX, section 36, subsection 12 is 30 months after the original operational date of the school administrative district; and the 30-month period after which a petition to withdraw may be considered in a member municipality of a school administrative district that did not reformulate as a regional school unit but that became a member entity of an alternative organizational structure is 30 months after the operational date of the alternative organizational structure.

**2. Form.** The article to be voted upon must be in substantially the following form:

"Article: Do you favor filing a petition for withdrawal with the board of directors of regional school unit (name of regional school unit) and with the Commissioner of Education, authorizing the withdrawal committee to expend \$ (insert amount) and authorizing the (municipal officers; i.e., selectpersons, town council, etc.) to issue notes in the name of the (name of the municipality) or otherwise pledge the credit of the (name of the municipality) in an amount not to exceed \$ (insert amount) for this purpose?

Yes No"

**3. Notice of vote.** If residents of the municipality vote favorably on a petition for withdrawal, the clerk shall immediately give written notice, by registered mail, to the secretary of the regional school unit and the commissioner that must include:

A. The petition adopted by the voters, including the affirmative and negative votes cast; and

B. An explanation by the municipal officers, stating to the best of their knowledge the reason or reasons why the municipality seeks to withdraw from the regional school unit.

**4. Agreement for withdrawal; notice; changes in agreement; final agreement.** The agreement for withdrawal must comply with this subsection.

A. The commissioner shall direct the municipal officers of the petitioning municipality to select representatives to a withdrawal committee as follows: one member from the municipal officers, one member from the general public and one member from the group filing the petition. The commissioner shall also direct the directors of the regional school unit board representing the petitioning municipality to select one member of the regional school unit board who represents that municipality to serve on the withdrawal committee. The municipal officer and the member of the regional school unit board serve on the withdrawal committee only so long as they hold their respective offices. Vacancies must be filled by the municipal officers and the regional school unit board. The chair of the regional school unit board shall call a meeting of the withdrawal committee within 30 days of the notice of the vote in subsection 3. The chair of the regional school unit board shall open the meeting by presiding over the election of a chair of the withdrawal committee. The responsibility for the preparation of the agreement rests with the withdrawal committee, subject to the approval of the commissioner.



The withdrawal committee may draw upon the resources of the department for information not readily available at the local level and employ competent advisors within the fiscal limit authorized by the voters. The agreement must be submitted to the commissioner within 90 days after the withdrawal committee is formed. Extensions of time may be granted by the commissioner upon the request of the withdrawal committee.

(1) The agreement must contain provisions to provide educational services for all students of the petitioning municipality within the regional school unit. The agreement must provide that during the first year following the withdrawal students may attend the school they would have attended if the petitioning municipality had not withdrawn. The allowable tuition rate for students sent from one municipality to another in the former regional school unit must be determined under section 5805, subsection 1, except that it is not subject to the state per pupil average limitation in section 5805, subsection 2.

(2) The agreement must establish that the withdrawal takes effect at the end of the regional school unit's fiscal year.

(3) The agreement must establish that the withdrawal will not cause a need within 5 years from the effective date of withdrawal for school construction projects that would be eligible for state funds. This limitation does not apply when a need for school construction existed prior to the effective date of the withdrawal or when a need for school construction would have arisen even if the municipality had not withdrawn.

(4) The agreement must establish how transportation services will be provided.

(5) The agreement must provide for administration of the new administrative unit, which should not include the creation of new supervisory units if at all possible.

(6) The agreement must make provision for the distribution of financial commitments arising from outstanding bonds, notes and any other contractual obligations that extend beyond the proposed date of withdrawal.

(7) The agreement must provide appropriately for the distribution of any outstanding financial commitments to the superintendent of the regional school unit.

(8) The agreement must provide for the continuation and assignment of collective bargaining agreements as they apply to the new or reorganized regional school unit for the duration of those agreements and must provide for the continuation of representational rights.

(9) The agreement must provide for the continuation of continuing contract rights under section 13201.

(10) The agreement must provide for the disposition of all real and personal property and other monetary assets.

(11) The agreement must provide for the transition of administration and governance of the schools to properly elected governing bodies of the newly created administrative unit and must provide that the governing body may not be elected simultaneously with the vote on the article to withdraw unless the commissioner finds there are extenuating circumstances that necessitate simultaneous elections.

B. Within 60 days of the receipt of the agreement, the commissioner shall either give it conditional approval or recommend changes. The changes must be based upon the standards set forth in paragraph A and the commissioner's findings of whether the contents of the agreement will provide for appropriate educational and related services to the students of the petitioning municipality and for the orderly transition of assets, governance and other matters related to the petitioning municipality and the regional school unit.

C. If the commissioner gives conditional approval of the agreement, the commissioner shall notify the regional school unit board and the municipal officers by registered mail of the time and place of a public hearing at least 20 days prior to the date set for the hearing to discuss the merits of the proposed agreement of withdrawal. The chair of the regional school unit board shall conduct the hearing.

(1) The regional school unit board shall post a public notice in each municipality of the time and location of the hearing at least 10 days before the hearing.

(2) Within 30 days following the hearing under this paragraph, the withdrawal committee shall forward the final agreement to the commissioner.

D. If the commissioner recommends changes to the agreement, the commissioner shall:

(1) Send the agreement back to the withdrawal committee for necessary corrections;

(2) Establish a maximum time within which to make the corrections; and

(3) Indicate that the corrected agreement must be returned to the commissioner for conditional approval before it goes to public hearing as set forth in paragraph C.

**5. Date of municipal election; notice; warrant; polling hours.** The date and time for voting is as set forth in this subsection.

A. The commissioner shall determine the date upon which the voters of the petitioning municipality must vote upon the agreement submitted to them. The election must be held as soon as practicable, and the commissioner shall attempt to set the date of the vote to coincide with a statewide election.

B. At least 35 days before the date set in paragraph A, the commissioner shall give written notice of the date by registered or certified mail to the town clerk or city clerk of the municipality petitioning to withdraw.

C. The town clerk or city clerk shall immediately notify the municipal officers upon receipt of the notice under paragraph B, and the municipal officers shall meet and immediately issue a warrant for a special town meeting or city election, as the case may be, to be held on the date designated by the commissioner. No other date may be used.

D. In a warrant under paragraph C, the municipal officers shall direct that the polls are to be open at 10 a.m. and remain open until 8 p.m.

**6. Public hearing; voting procedures.** The following requirements apply to the voting procedures.

A. At least 10 days before the election, the municipal officers shall hold a posted or otherwise advertised public hearing on the withdrawal question.

B. Except as otherwise provided in this section, the voting at the meeting held in a town must be conducted in accordance with Title 30-A, sections 2528 and 2529, even if the town has not accepted the provisions of Title 30-A, section 2528.

C. The voting at the meeting held in a city must be conducted in accordance with Title 21-A.

**7. Article.** The article to be voted on must be in the following form.

"Article: Do you favor the withdrawal of the (name of municipality) from the regional school unit (name of regional school unit) subject to the terms and conditions of the withdrawal agreement dated (insert date)?

Yes No"

**8. Ballots; posting of agreement.** The withdrawal agreement need not be printed on the ballot. Copies of the agreement must be posted in the municipality in the same manner as specimen ballots are posted under Title 30-A, section 2528.

**9. Required vote.** A 2/3 vote of those casting valid votes in the municipality is required before the municipality may withdraw from the regional school unit.

**10. Restriction on withdrawal petitions.** A municipality within a regional school unit may not petition for withdrawal within 2 years after the date of:

A. A municipal vote on a petition for withdrawal if the petition received less than 45% of the votes cast; or

B. A municipal vote on a withdrawal agreement if the agreement received less than 60% of the votes cast.

**11. Cost of advisors.** The expense of employing competent advisors by the municipality petitioning to withdraw must be borne by the municipality, and the expense of employing competent advisors by the regional school unit must be borne by the regional school unit with the municipality bearing its share according to the regional school unit's cost-sharing agreement.

**12. Determination of vote.** The town clerk or city clerk shall, within 24 hours of determination of the result of the vote in the municipality, certify the total number of votes cast in the affirmative and the total number of votes cast in the negative on the article to the commissioner.

**13. Determination of results; execution of agreement.** If the commissioner finds that a 2/3 majority of the voters voting on the article have voted in the affirmative, the commissioner shall notify the municipal officers and the regional school unit board to take steps for the withdrawal in accordance with the terms of the agreement for withdrawal.

**14. Recount; checklists and ballots; disputed ballots.** This subsection applies to recounts, checklists, ballots and disputed ballots.

A. If, within 7 days of the computation and recording of the results of the voting, the municipality requests to the commissioner in writing a recount of the votes, the commissioner shall immediately cause the checklists and all the ballots cast in the municipality to be collected and kept at the commissioner's office so they may be recounted by the municipality.

B. The town clerk or city clerk of the municipality is authorized to deliver the checklists and ballots to the commissioner, notwithstanding any other provision of law to the contrary.

C. The commissioner shall resolve any question with regard to disputed ballots.

**15. Execution of agreement; certified record; certificate of withdrawal.** When the agreement for withdrawal has been put into effect by the municipality, the municipal officers shall notify the commissioner by certified mail that the agreement of withdrawal has been executed. A complete certified record of the transaction involved in the withdrawal must be filed with the commissioner. The commissioner shall immediately issue a certificate of withdrawal to be sent by certified mail for filing with the regional school unit board and shall file a copy in the office of the Secretary of State.

**16. Indebtedness.** This subsection applies to outstanding indebtedness.

A. Whenever a municipality withdraws from a regional school unit having outstanding indebtedness, the regional school unit remains intact for the purpose of securing and retiring the indebtedness. The withdrawal agreement may provide for alternate means for retiring outstanding indebtedness.

B. For the purposes of this subsection, "outstanding indebtedness" means bonds or notes issued or assumed by the regional school unit board and lease-purchase agreements issued or assumed by the regional school unit, but does not include any indebtedness of the withdrawing municipality assumed by the regional school unit at the time of formation.

**17. General purpose aid.** When a municipality withdraws from a regional school unit, the general purpose aid for the municipality must be computed in accordance with chapter 606-B.

**18. Committee recall.** If the commissioner determines that the withdrawal committee has failed to comply with the requirements of this section, the commissioner may authorize the municipal officers to appoint new representatives to the withdrawal committee.

**19. Transfer of property.** The regional school unit board may negotiate with the withdrawal committee regarding an equitable division of the regional school unit's property between the regional school unit and the municipality represented by the withdrawal committee and transfer title of the property to the municipality following withdrawal. The regional school unit board shall determine that the regional school unit's educational program will not be disrupted solely because of the transfer of any given property before it may complete the transfer.

**20. (TEXT EFFECTIVE UNTIL 7/1/12) Reorganization; penalties.** A municipality that withdraws from a regional school unit under this section is not subject to penalties applicable to a nonconforming school administrative unit under section 15696 for 2 years after withdrawing from the regional school unit. A municipality that does not join a conforming school administrative unit within 2 years of withdrawal is subject to the penalties applicable to a nonconforming school administrative unit under section 15696. The remaining municipality or municipalities within the regional school unit from which the municipality withdraws are not subject to penalties applicable to a nonconforming school administrative unit under section 15696 for 2 years after the withdrawal of the municipality.